EXHIBIT A

DEC. 4, 2019

AGREED PROCESS FOR INFORMATION EXCHANGE AND DISPUTE RESOLUTION BETWEEN POWERPLAN, INC. AND LUCASYS, INC. AND ITS PRINCIPALS

Introduction and Background

PowerPlan, Inc. ("PowerPlan") has sent a letter to Lucasys, Inc. ("Lucasys") and its principals, Vadim Lantukh ("Lantukh"), Daniel Chang ("Chang"), and Stephen Strang ("Strang") (collectively the "Lucasys Parties," and with Lantukh, Chang, and Strang collectively referred to as the "Lucasys Individuals"), accusing the Lucasys Parties of misappropriation of PowerPlan's confidential and proprietary information and trade secrets (the "Protected Information"), including Protected Information relating to PowerPlan's software products and solutions (the "PowerPlan Software"), customers, and pricing, in connection with Lucasys' development, marketing and sale of software (the "Lucasys Software" further defined herein). The Lucasys Parties have responded to that letter, and deny PowerPlan's contentions.

In an effort to resolve this dispute without litigation, PowerPlan and the Lucasys Parties (collectively the "Parties") have agreed upon the general parameters of a process and associated conditions, as set forth in this document (the "Agreed Process"), for permitting PowerPlan to inspect and review the Lucasys Software (including architecture, databases, and source code) and development documents, and to obtain additional information and documents from Lucasys, in an expeditious manner and for the purpose of analyzing and comparing the parties' respective software products and thereafter discussing and seeking to resolve disputed issues between the parties.

The Agreed Process and Conditions

A.   **Process for permitting PowerPlan inspection of Lucasys Software and exchange and review of other information and documents.**

1.   PowerPlan representatives involved in inspection of Lucasys Software and review of related materials: The Parties agree that the following PowerPlan officers, employees and representatives will be permitted to have access to, review, inspect and discuss Lucasys Software (as defined below), including code and databases, and other confidential or highly confidential documents and information provided by Lucasys during this process, subject to the terms of a confidentiality and non-disclosure agreement ("Confidentiality Agreement") to be negotiated in good faith between the Parties: Jim Dahlby, PowerPlan Vice President; Jonathan Sucher, PowerPlan Senior Corporate Counsel, PowerPlan's outside counsel at Nelson Mullins Riley & Scarborough (Mark VanderBroek, Lloyd Farr, and Peter Munk), and PowerPlan's third party software experts Sylvan Advisory & Consulting, LLC (Paul Pinto, Lou Brink, and Scott Robinson).

a.   "Lucasys Software" shall mean any software that Lucasys has developed or is in the process of developing, and at a minimum shall include but not be limited to the software modules, suites, applications, or solutions identified on the "Solutions" page of Lucasys' website;

1

provided, that Lucasys Software shall not include software developed by Lucasys solely for use in connection with consulting services provided by Lucasys in connection with other vendors' software. Lucasys shall provide PowerPlan with a list and summary of its existing and contemplated Lucasys Software modules and applications, and the development stage of each, and PowerPlan will identify which of the modules and applications for which it wishes to inspect and review the software (including code and database components).

2.   General parameters of process (subject to further refinement per agreement of the Parties):

a.   Document production. PowerPlan shall serve a request for documents upon Lucasys' attorneys, and Lucasys shall respond as to whether it possesses documents and thereafter produce on an expedited basis the requested documents and materials that it possesses, including but not limited to documents relating to Lucasys' business plan or executive summary, PowerPlan software, and Lucasys' development and marketing of Lucasys Software. Lucasys reserves the right to object to production of documents it views as inappropriate, in which event the parties shall seek to resolve the objections in good faith.

b.   Demonstration of and Discussion about Lucasys Software. Lucasys shall provide to the PowerPlan representatives an in-person demonstration of each module, application, or tool associated with the Lucasys Software identified in Section 1(a) above which has been developed (with the demonstration to be on a running copy of the application software if one has been developed), and explain how each module, application, or tool was designed, developed, and tested, as well as why it believes it has not and is not misappropriating proprietary aspects of PowerPlan Software and/or competing with PowerPlan. The Parties contemplate that there will be some discussion and questions and answers exchanged verbally in the meeting during and after the demonstration, in which the parties might generally discuss things like PowerPlan's concerns about misappropriation and Lucasys' responses to those. The lawyers shall be permitted to stop questioning on particular topics as they think appropriate. This demo and meeting is tentatively scheduled for December 18, 2019. To encourage frank discussion, the discussions of the Parties during this demo and meeting shall be considered to be for purposes of settlement and subject to Fed. R. Evid. 408.

c.   PowerPlan Review and Inspection of Lucasys Software. At the completion of the demonstration and discussion meeting or on the following morning, Lucasys shall provide PowerPlan's expert with a copy of the applicable modules and applications of the Lucasys Software identified above (to be maintained in the possession of PowerPlan's expert pursuant to terms of the Confidentiality Agreement) to permit a detailed review and inspection by PowerPlan and its expert, and to include a comparison to PowerPlan Software. Lucasys shall provide PowerPlan's expert with copies of and access to the following for each applicable module/application of the Lucasys Software:

i.   A running copy of the application software with a populated database;
ii.   The source code for all software application and database components; and

      iii.   Access to the actual, or a copy of, the Product Development Life Cycle Management (PDLCM) tool used by Lucasys to manage the development of its applications.

      d.   The Lucasys Software copies and other documents and information exchanged by and between the Parties will be subject to confidentiality/non-disclosure obligations set forth in the Confidentiality Agreement. The PowerPlan representatives listed in Section A.1 of this Agreed Process will have access to the Lucasys Software and Lucasys documents subject to the Confidentiality Agreement. In addition, PowerPlan may share with PowerPlan management and with Roper IP counsel high level general comments and summaries based on its representatives' review and analysis of the Lucasys Software and Lucasys documents, as long as the details of the Lucasys Completing Software, or other information or highly confidential materials are not shared beyond the persons permitted access to that. Any individual or entity with whom PowerPlan shares information that it obtained under this agreement (even if by general comments or summary) must execute the Confidentiality Agreement. Non-public Information shared by PowerPlan with Lucasys during this process, if any, shall also be treated as confidential by the Lucasys Parties under the Confidentiality Agreement.

      B.   **Dispute Resolution Process.** After PowerPlan completes its review and inspection of Lucasys' Software, it is the current intention of the Parties to schedule a settlement meeting or mediation during January to seek to discuss and resolve disputes between the Parties.

      C.   **Other Conditions to This Process**.

      1.   The Parties agree that in order to encourage good faith participation in the processes set forth in this Agreed Process, all delays in any party's filing of a complaint or motion to seek expedited relief or discovery after November 11, 2019 will not be used by the opposing party(ies) to argue that the filing party has delayed or waited too long to seek a preliminary injunction or other form of expedited relief (including expedited discovery).

      2.   While this process is underway and unless and until the process is terminated by either party:

      a.   Lucasys will temporarily suspend its marketing of and efforts to sell Lucasys Software to any new customers who use PowerPlan's software, but will be permitted to follow up on existing opportunities to sell Lucasys Software (including ones for which a bid is already submitted), and will be permitted to continue to maintain the status quo of its website and the two currently existing promotional videos as long as it doesn't add more videos or actively market or try to sell competing software other than as permitted in this subparagraph; and

      b.   PowerPlan will temporarily refrain from discussing concerns about Lucasys' development, marketing and sale of competing software or misappropriating PowerPlan proprietary information with PowerPlan customers that are using Lucasys as consultants for their PowerPlan software (with the exception of NextEra and AEP and their affiliates, with whom PowerPlan may continue to have such discussions).

c.   PowerPlan and Lucasys each reserve any and all rights, claims, remedies, and defenses they may have under the law as a result of whatever results from the discussions permitted to proceed under subsections C.2.(a) and (b) above.

d.   Each party shall refrain from filing a lawsuit against the other until this Agreed Process terminates.

3.   Any party to this Agreed Process may terminate the process at any time, by written notice to the other party's counsel (email is sufficient).

4.   Upon termination or expiration of the Agreed Process:

a.   If the Parties have resolved all of their disputes, all documents and materials exchanged by the Parties shall be returned to the producing party or destroyed, at the option of the producing party.

b.   If the Parties have not resolved all of their disputes, the Parties may retain possession of all documents and materials exchanged by the Parties during the process, including any Lucasys Software in the possession of PowerPlan's expert, for thirty (30) days, and, if a lawsuit between some or all of the Parties is filed within those 30 days, for as long as the lawsuit is pending; provided, that the confidentiality obligations set forth in the Confidentiality Agreement shall continue to apply unless and until there is a Confidentiality or Protective Order entered as part of a lawsuit that supersedes the Confidentiality Agreement.

c.   All confidentiality aspects of the process set forth in this Agreed Process shall survive termination or expiration of the process, unless and until a Confidentiality or Protective Order entered in a lawsuit between the Parties supersedes the Confidentiality Agreement.